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**BEFORE THE  
FEDERAL HIGHWAY ADMINISTRATION**

In the Matter of

**American Trucking Associations, Inc.**

and

**ATA Intermodal Conference,**

Petitioners.

Petition for Rulemaking  
49 C.F.R. § 389.31

FMCSA-1998-3656-133

**DECISION**

The American Trucking Associations, Inc. (ATA) and the ATA Intermodal Conference filed a petition for rulemaking on March 17 to amend 49 C.F.R. Parts 390 and 396 of the Federal Motor Carrier Safety Regulations (FMCSRs).

Petitioners asked the Federal Highway Administration (FHWA) to require parties which tender intermodal equipment to motor carriers to ensure the roadworthiness of that equipment.

The petition pointed out that

[t]he motor carrier -- or more precisely, the driver -- usually does not have the ability or opportunity to do a full and adequate inspection of each piece of intermodal equipment to ensure the equipment's roadworthiness or compliance with the FMCSRs when accepting intermodal equipment at a port or railhead. ... The equipment is owned or leased by the railroad, steamship line or other party tendering/interchanging it to the motor carrier. If a safety defect in the equipment is not immediately obvious to the truck driver, he/she has neither the time nor facilities to conduct a more in-depth inspection. The standard interchange agreement adopted by most equipment providers, the Uniform Intermodal Interchange and Facilities Access Agreement ("UIIA"), specifically states that the "[p]rovider makes no express nor implied warranty as to the fitness of the

equipment.” ... Further, the typical equipment provider addendum to the UIAA [sic] requires the driver to warrant that the equipment is “roadworthy.”

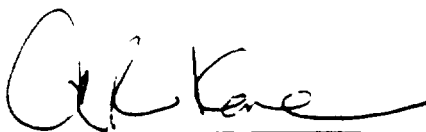
The petition argues that poor maintenance of intermodal equipment is a serious safety problem and requests the FHWA to make the owner or operator of such equipment responsible for the roadworthiness of the vehicles it tenders to motor carriers.

Motor carriers must be held responsible for the safety of their own equipment, but intermodal transportation requires them to operate vehicles which they do not own and rarely control until just before the highway movement begins. It can be difficult, as petitioners contend, for motor carriers to comply with the requirements of the FMCSRs without taking intermodal equipment out of service for inspection, which could cause significant delay and disruption in the movement of containers or trailers.

I have therefore decided to grant the petition, with certain qualifications. The Office of Motor Carriers is hereby directed to publish an advance notice of proposed rulemaking, setting forth the arguments made by petitioners as well as their proposed solution, and requesting information on (1) the dimensions of the safety and equity problem, (2) the extent to which regulatory intervention could reduce it, (3) the operational and economic implications for intermodalism of such intervention, (4) alternatives to regulation that might achieve similar results, (5) the costs and benefits of regulatory and non-regulatory approaches to alleviating the problem, and (6) any other matters it considers relevant. I want to ensure that the FHWA understands all of the issues at stake before deciding whether to issue a notice of proposed rulemaking.

The petition is granted, subject to the directions set forth above.

Dated: Washington, D.C.  
August 12, 1997

A handwritten signature in black ink, appearing to read "A. R. Kane", written over a horizontal line.

Anthony R. Kane  
Acting Deputy Administrator



## INSTITUTE OF INTERNATIONAL CONTAINER LESSORS

May 23, 1997

UPS Next Day Air

Ms. Jane Garvey, Acting Administrator  
Federal Highway Administration  
Nassif Building  
400 7th Street, SW  
Washington DC 20590

Re: Joint Petition by American Trucking Associations, Inc. & ATA  
Intermodal Conference Requesting Adoption of Rules Requiring  
Party Tendering Equipment to be used in Intermodal Transportation  
Be Required to Ensure Roadworthiness...Prior to Tendering  
Equipment to Motor Carrier

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Dear Ms. Garvey:

On behalf of the Institute of International Container Lessors (IICL), the trade association for the international container and chassis leasing industry, this will oppose the petition referred to above (a copy of the first page is attached for identification purposes). IICL represents the owners of substantially in excess of 200,000 chassis or more than 40% of the US chassis fleet. IICL's members also own approximately 4.5 million TEU of containers or 45% of the world container fleet. A list of IICL's members is attached.

IICL objects to the petition on four grounds. (1) lack of jurisdiction over leasing companies; (2) counterproductiveness of placing responsibility on leasing companies; (3) failure to demonstrate any practice by leasing companies of delivering defective chassis to truckers; and (4) failure to justify removal of responsibility from motor carriers.

### The Business of Leasing Chassis and Containers

IICL represents the lessors of chassis and containers. A chassis is a skeletal type of trailer used exclusively to carry containers over the road or piggyback on railroad flat cars. Chassis are the safest and most desirable method of carrying containers over the road as they secure the containers by means of twistlocks fastening the container to the chassis structure at each corner. Chassis lessors lease their chassis equipment to steamship lines, railroads and others, sometimes for lengthy periods of time such as a

year or more. During that interval the lessee steamship line, railroad or other operator, has exclusive responsibility for the condition and safety of the chassis. The leasing company generally does not know the location, much less the condition, of the chassis. At the end of the lease, the lessee returns the chassis to the leasing company's garage or depot. Upon its return, the chassis is inspected for damage and needed maintenance and any repair or maintenance needed is performed. IICL publishes a number of manuals related to inspection and maintenance of chassis as well as compliance with the federal inspection requirements.

Containers are the principal means of shipping manufactured goods across oceans. They are generally of standard 20 and 40 foot lengths and are leased in much the same way as chassis except primarily to ship lines. There are small numbers of domestic containers which are generally 48 or 53 feet in length.

### The Petition

The petition submitted by the American Trucking Associations, Inc. and the ATA Intermodal conference (hereafter "ATA") requests that 49 CFR be amended in the following respects.

1. §396.1 is proposed to be amended to extend the scope of §396 not only to cover "[e]very motor carrier" but "any party who is tendering or interchanging a trailer, chassis, or container to a motor carrier."
2. §396.7 is proposed to be amended to provide not only that a motor vehicle shall not be operated in a condition likely to cause an accident or break down, but also that "no person shall tender or interchange a trailer, chassis or container in violation of" such requirement to a motor carrier and that no motor carrier shall certify to any person tendering a trailer, chassis or container to a motor carrier that the equipment complies with the relevant regulation unless the person tendering or interchanging has provided the motor carrier with "adequate equipment, time, and facilities to make a full inspection and necessary repairs."
3. §396.9 is proposed to be amended to permit FHWA personnel to enter and inspect a motor carrier's vehicles "and any trailer, chassis, or container at an intermodal terminal which is intended to be tendered or interchanged to a motor carrier...."
4. §390.37 is proposed to be amended to exculpate a motor carrier from the civil or criminal penalties currently provided "when a motor carrier has been tendered a trailer, chassis, or container that does not meet" the requirements of §393 and §396.1

## Why the ATA Petition Should Be Denied

### 1. Lack of Jurisdiction Over Leasing Companies

One of the great principles of our government is that it is a government of laws and not of men. The Department is not free to create its own jurisdiction. The Department of Transportation is governed by the powers delegated to it by the Congress. The Congress has given the Department jurisdiction "over transportation by motor carrier, and the procurement of that transportation, to the extent that passengers, property, or both, are transported by motor carrier" (49 USCA §13501). A "motor carrier" means "a person providing motor vehicle transportation for compensation" (49 USCA §13102). Under these grants of jurisdiction, 49 CFR Part 396 applies, as stated in §396.1 to "[e]very motor carrier, its officers, drivers, agents, representatives and employees directly concerned with the inspection or maintenance of motor vehicles..." §396.3 applies to "[e]very motor carrier". §396.9 authorizes FHWA personnel to inspect "motor carrier's vehicles in operation." §390.37 imposes liability on any person who violates the rules in the subchapter relating to federal motor carrier safety regulations.

Neither the statute nor the regulations extend the powers of the Department beyond the regulation of "motor carriers" and the "procurement of" transportation "to the extent" "property" is transported by motor carriers. Leasing companies are not "motor carriers." They do not provide transportation, and no property is being transported when chassis are in the possession or control of leasing companies. There is no transportation of cargo being procured by the motor carrier. Leased chassis and containers do not transport cargo until after they are accepted by the lessee ship lines or railroads and filled by them or their customers with goods for transport. Moreover, tendering or interchanging is not "procuring." Possibly, the recipient of an interchange might be said to be procuring if it requested the equipment, but the provider (in this case the leasing company) is not procuring transportation. There is no suggestion in the statute that Congress intended to extend the jurisdiction of the Department to persons "tendering or interchanging" equipment. Unless and until Congress amends the law, the Department should not seek to extend its jurisdiction.

### 2. Counterproductiveness of Placing Responsibility on Leasing Companies

Enforcement of the requirements against a "party" or "person" tendering or interchanging trailers, chassis and containers would be counterproductive in the case of leasing companies. Where chassis (or containers) are leased, the leasing

company enters into an agreement with the lessee, generally a steamship line or railroad, and by contract transfers responsibility for the safe condition of the chassis or container to the steamship line or railroad. The steamship line or railroad accepts that responsibility, and the leasing company does not control or even learn the location or condition of its equipment until the equipment is returned, often years later. Attempting to transfer responsibility for a leased container or chassis from the driver of the tractor unit to a leasing company which has not seen or heard of its chassis or container for months or years is transferring the responsibility from a party in a position to control the condition of the equipment to a party which has no control at all and exercised whatever control it once had by requiring the lessee, steamship line or railroad to assume that responsibility. Transferring responsibility from a party with some ability to control the safety or transportation equipment to a party which has none is certainly counterproductive.

In practical business circumstances, the failure of such a transfer of responsibility has been demonstrated time and time again. In a few states, police officers have written tickets to the owners of equipment, even if it is leased. These tickets are eventually sent to the leasing company which has not seen its equipment for a number of months, although sometimes the tickets never reach the leasing company. Often the tickets are not received until months after the equipment has been returned by the first steamship line or railroad and been leased to another. It is usually impossible for the leasing company to track down in whose control the equipment was at the time the ticket was issued. Such tickets become a cost of doing business without accomplishing any of the deterrent or safety purposes for which the ticketing scheme was intended. The parties really in control of the equipment often get off scot free.

3. Failure to demonstrate any practice by leasing companies of delivering of defective chassis to truckers

There has been no demonstration of any substantial incidence of delivery of defective chassis or containers to truckers by leasing companies. The ATA petition is devoid of any objective surveys or studies showing that leasing companies have engaged in a practice of delivering defective equipment to anyone. In fact, the leasing companies' trade association, IICL, is probably the leading proponent of inspection and maintenance and of compliance with FHWA Regulations. IICL has published inspection guides and related manuals for chassis since 1977. IICL's current Guide for Container Chassis Inspection is a second edition published in 1988. IICL publishes recommendations for performance of the U.S. FHWA periodic inspections. IICL's manual for container chassis maintenance was first published in 1985. IICL conducts an annual chassis inspectors examination which has been passed by approximately 400 inspectors since it was first inaugurated in 1991.

The leasing industry has demonstrated its responsibility on repeated occasions and a much greater burden must be imposed upon proponents of extending jurisdiction before the regulations are changed.

4. Failure to justify removal of responsibility from motor carriers

The ATA petition seeks exemption from liability of any motor carrier which has "been tendered" equipment that does not meet Part 393 and 396 requirements. Whatever may be the merits of extending the jurisdiction of the Department to parties that are not "motor carriers", it would seem highly irresponsible to remove responsibility from the one party which has real one on one control of the equipment. Currently the regulations require a pre-trip inspection under §392.7, and impose various other requirements on drivers. §396.11 requires reports at the completion of each day. A §396.17 inspection is required at least annually.

These sections create an integrated framework under which the motor carrier is responsible for certain types of pre-trip and daily inspections. The equipment must meet certain other types of inspection performed by inspectors recognized by the Department on at least an annual basis. The driver's inspection is an essential part of this scheme. Any effort to exempt the driver destroys this scheme and would reduce roadworthiness and safety on the highway.

Conclusion

For all of these reasons, IICL requests that the Department reject the ATA petition.

Respectfully submitted,

INSTITUTE OF INTERNATIONAL  
CONTAINER LESSORS



Edward A. Woolley  
Secretary and General Counsel

EAW/ad

cc: Mr. Neil Thomas  
Office of Motor Carriers

Mr. Eugene K. Pentimonti, President  
ATA Intermodal Conference  
2200 Mill Road  
Alexandria, Virginia 22314-4677





# INSTITUTE OF INTERNATIONAL CONTAINER LESSORS

## IICL MEMBER COMPANIES

APRIL 1997

Carlisle Leasing International Co.  
15 Valley Drive  
Greenwich, CT 06831  
U.S.A.

Container Applications International, Inc.  
Three Embarcadero Center-Suite 1850  
San Francisco, CA 94111-3834  
U.S.A.

Cronos Containers Limited  
Orchard Lea, Winkfield Lane  
Winkfield, Windsor  
Berkshire SL4 4RU  
United Kingdom

Flexi-Van Leasing, Inc.  
251 Monroe Avenue  
Kenilworth, NJ 07033-1106  
U.S.A.

Florens Group Limited  
Yat Chau International Plaza - 35th Floor  
118 Connaught Road West  
Hong Kong

Genstar Container Corporation  
505 Montgomery Street 23rd Floor  
San Francisco, CA 94111  
U.S.A.

Interpool Limited  
633 Third Avenue  
New York, NY 10017  
U.S.A.

Textainer Equipment Management, Ltd.  
650 California Street, 16th Floor  
San Francisco, CA 94108  
U.S.A.

Trac Lease, Inc.  
633 Third Avenue  
New York, NY 10017  
U.S.A.

Transamerica Leasing Inc.  
100 Manhattanville Road  
Purchase, NY 10577-2135  
U.S.A.

Triton Container International Ltd.  
55 Green Street, Suite 500  
San Francisco, CA 94066  
U.S.A.

Sea Containers Services Limited  
Sea Containers House  
20 Upper Ground  
London SE1 - England

XTRA International  
One California Street, Suite 2400  
San Francisco, CA 94111  
U.S.A.

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Zuger

BEFORE THE  
DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

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FHWA Docket No. MC-97-  
*Federal Motor Carrier Safety Regulations;  
Responsibility for Roadworthiness of Equipment  
Used in Intermodal Transportation*

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JOINT PETITION REQUESTING ADOPTION OF RULES  
REQUIRING PARTY TENDERING EQUIPMENT TO  
BE USED IN INTERMODAL TRANSPORTATION BE REQUIRED  
TO ENSURE ROADWORTHINESS AND COMPLIANCE OF SUCH EQUIPMENT  
WITH FMCSRs PRIOR TO TENDERING EQUIPMENT TO MOTOR CARRIER

submitted on behalf of

AMERICAN TRUCKING ASSOCIATIONS, INC.

&

ATA INTERMODAL CONFERENCE

The American Trucking Associations, Inc. and the ATA Intermodal Conference (collectively "Petitioners") submit the following Joint Petition pursuant to part 389.31 of Title 49, Code of Federal Regulations. Petitioners request that FHWA adopt the following rules requiring the party which tenders or interchanges a trailer, container, chassis, or other piece of motor carrier equipment for use on the public highways be responsible for ensuring that the tendered or interchanged equipment is roadworthy and complies with all provisions of the Federal Motor Carrier Safety Regulations ("FMCSRs").

Petitioners request that Title 49 of the Code of Federal Regulations be amended as follows. Additions are double-underlined and explanatory statements follow each revised section:

**Section 396.1 Scope.**

General--Every motor carrier (and for this part any

party who is tendering or interchanging a trailer, chassis, or container to a motor carrier), its officers, drivers, agents, representatives, and employees directly concerned with the inspection or maintenance of motor vehicles shall comply and be conversant with the rules of this part.

[Explanation: This amendment requires parties which tender or interchange trailers or chassis to a motor carrier to observe the safety regulations of this section. (Conforming amendments to Part 396 may be necessary.)]

**Section 396.7 Unsafe operations forbidden.**

(a) General. A motor vehicle shall not be operated in such a condition as to likely cause an accident or a breakdown of the vehicle.

(b) Intermodal. No person shall tender or interchange a trailer, chassis, or container in violation of section (a) to a motor carrier.

(c) No motor carrier shall certify or otherwise guarantee to any person tendering or interchanging any trailer, chassis, or container to a motor carrier that such trailer, chassis, or container complies with this Part unless the person tendering or interchanging the trailer, chassis, or container has provided the motor carrier with adequate equipment, time, and facilities to make a full inspection and necessary repairs to the trailer, chassis, or container prior to the tendering or interchange of the trailer, chassis, or container.

(d) Exemption. Any motor vehicle . . . .

[Explanation: This amendment broadens the prohibition against unsafe commercial motor vehicle operation to those parties which own or control equipment tendered/interchanged to motor carriers. It also forbids motor carriers to certify that equipment tendered/interchanged to them is roadworthy unless they have actual knowledge gained through a full and adequate inspection.]

**Section 396.9 Inspection of motor vehicles in operation.**

(a) Personnel authorized to perform inspections. Every special agent of the FHWA (as defined in appendix B to this subchapter) is authorized to enter upon and perform inspections of motor carrier's vehicles in operation and any trailer, chassis, or container at an intermodal terminal which is intended to be tendered or interchanged to a motor carrier for use on the highways.

[Explanation: This amendment allows inspection of equipment at an intermodal terminal before it is tendered/interchanged to a motor carrier for highway use.]

**Section 390.37 Violation and Penalty.**

Any person who violates the rules set forth in this

subchapter or part 325 of subchapter A may be subject to civil or criminal penalties. When a motor carrier has been tendered a trailer, chassis, or container that does not meet the standards set forth in Part 393 in violation of section 396.1 of this subchapter, the motor carrier tendered or interchanged such a vehicle shall not be liable for civil or criminal penalties under this subchapter.

[Explanation: This amendment provides that a motor carrier tendered equipment in violation of section 396.1 shall not be held liable for defects in such equipment of which it is unaware and has not had an opportunity to correct.]

As noted in more detail herein, these Petitioners believe that these new rules are necessary for effective and efficient implementation of the FMCSRs. The proposed rules would avoid unnecessary disruptions to the free flow of transportation, while enhancing safety on the highways by reducing the number of unsafe commercial motor vehicles.

#### I. IDENTIFICATION OF PETITIONERS

The American Trucking Associations, Inc. ("ATA") is the national trade association of the trucking industry. Through its 51 affiliated state trucking associations, located in every state and the District of Columbia, 15 affiliated conferences, and 4,500 direct members, ATA represents over 35,000 motor carriers of every type and class in the country. A growing number of ATA's member carriers either specialize in providing intermodal transportation or utilize such transportation when it provides the best means available for serving their customers.

The ATA Intermodal Conference is the only organization exclusively promoting and protecting the interests of the intermodal truck operator on a national basis. The Conference's

membership is made up of long and short haul trucking firms actively engaged in the highway transportation of intermodal freight and non-trucking associates having an interest in promoting intermodalism.

These Petitioners have been active for many years in promoting highway safety initiatives. ATA was a strong and early supporter of initiatives such as the Motor Carrier Safety Assistance Program, increased field inspections of commercial motor vehicles, the Commercial Driver's License, and the radar detector ban. The ATA Intermodal Conference has worked for safer vehicles within intermodal transportation. Most recently, the Conference successfully worked for the passage of the Intermodal Safe Container Transportation Amendments Act of 1996 which will reduce the number of overweight vehicles on the highways.

## II. THE SECRETARY HAS JURISDICTION

The Secretary has ample authority under existing statutes to implement the proposed rules.

The Secretary's mandate is to, among other things, prescribe regulations to ensure that "commercial motor vehicles" are "maintained, equipped, loaded, and operated safely." 49 U.S.C. § 31136(a). Accordingly, the Secretary has authority to regulate both the vehicles and the persons owning and operating the vehicles. The equipment at issue here -- trailers, chassis, containers -- falls within the definition of "commercial motor vehicle" -- "a self-propelled or towed vehicle used on the highways in interstate commerce to transport property . . . ." 49 U.S.C. §

31132(1). Trailers, chassis, and containers are clearly an integral part of such vehicles.

The Secretary also has jurisdiction over "employers" and "employees" as they are "engaged in a business affecting interstate commerce that owns or leases a commercial motor vehicle in connection with that business" and "directly affects commercial motor vehicle safety in the course of employment." 49 U.S.C. §§ 31132(2)(A) and (3)(A). The railroads, ocean carriers, and pier operators who own or control trailers and chassis affect safety by tendering this equipment to motor carriers, and thus fall under the Secretary's jurisdiction.

These definitions in no way exclude equipment or employers/employees at terminals from FHWA's jurisdiction. While trailers and chassis at a terminal are not "on the highways" -- see the definition of "commercial motor vehicle" above -- such equipment is clearly intended for and used on the highways, giving FHWA jurisdiction. FHWA already exercises jurisdiction over occurrences not on the highway, but at terminals. For example, a vehicle used within a terminal, but also on the highways, is nevertheless subject to the FMCSRs. *Regulatory Guidance for the Federal Motor Carrier Safety Regulations*, 58 Fed. Reg. 60,745 (1993). Further, the damage or destruction of a vehicle at a terminal was a reportable accident under former Part 394 - Recording and Reporting of Accidents; in fact, an accident of certain vehicles operated exclusively in the confines of a terminal was still a reportable accident. See U.S. DOT Transportation Safety Institute, Interpretations of Part 394 at 7-32 and 7-33.

While these examples involve motor carrier, not intermodal terminals, the Secretary's jurisdiction is over the equipment -- the "commercial motor vehicle" -- whether on the highway or in a terminal.

Finally, jurisdiction over highway equipment at terminals is entirely consistent with and necessary to achieve the purpose of the law -- "promot[ing] the safe operation of commercial motor vehicles." 49 U.S.C. § 31131.

### III. MOTOR CARRIERS HAVE RESPONSIBILITY AND LIABILITY BUT NOT OPPORTUNITY OR CAPABILITY TO MAINTAIN INTERMODAL EQUIPMENT

Current FHWA regulations place sole responsibility for the roadworthiness of vehicles used in intermodal transportation on the motor carrier involved. The FHWA rules place no responsibility on the owner or operator of the vehicles that tenders the equipment to motor carriers for highway use for the roadworthiness of its equipment. Because motor carriers do not have the opportunity or capability to maintain the roadworthiness of the vehicles, the result is vehicles not in compliance with the FMCSR's and needless disruption in the flow of freight.

While rapid growth in intermodalism has yielded tremendous efficiencies in transportation, it has also resulted in this anomalous situation in which motor carriers are responsible for equipment they do not control. The current regulations hold a motor carrier responsible for the inspection, repair, and maintenance of "all motor vehicles subject to its control." 49 CFR § 396.3. Yet this is an outmoded notion in this intermodal age in

which the equipment is under another party's control prior to its actual operation on the highway.

The motor carrier -- or more precisely, the driver -- usually does not have the ability or opportunity to do a full and adequate inspection of each piece of intermodal equipment to ensure the equipment's roadworthiness or compliance with the FMCSRs when accepting intermodal equipment at a port or railhead. The facility and equipment is under the control of the party tendering the equipment to the motor carrier.

In most cases the carrier's driver has arrived at the yard with instructions to pick up a particular container and chassis or trailer. The equipment is owned or leased by the railroad, steamship line or other party tendering/interchanging it to the motor carrier. If a safety defect in the equipment is not immediately obvious to the truck driver, he/she has neither the time nor facilities to conduct a more in-depth inspection. The standard interchange agreement adopted by most equipment providers, the Uniform Intermodal Interchange and Facilities Access Agreement ("UIIA"), specifically states that the "[p]rovider makes no express nor implied warranty as to the fitness of the equipment." See Attachment 1. Further, the typical equipment provider addendum to the UIAA requires the driver to warrant that the equipment is "roadworthy." See Attachment 2.

However, even if a defect is detected, the driver is seldom in a position to make or insist upon corrections. The driver's choice is to take the equipment as offered, spend the additional time at the point of interchange to have the equipment repaired, or leave



empty and lose a haul.

While many intermodal vehicles are well-maintained, Petitioners have compiled both statistical and anecdotal evidence from motor carriers testifying to the seriousness and urgency of the problem of unroadworthy equipment. A recent survey of intermodal drivers found that the roadworthiness of tendered equipment is one of their most significant concerns. ATA Intermodal Conference, 1996 Intermodal Terminal Survey at 14. Carriers have related incidents involving tendered equipment in which:

- a trailer collapsed ("broke in half") during transit due to a faulty repair undetectable to a driver;
- tires separated from a trailer during transit because of loose lug nuts; and
- faulty brakes and defective locking mechanisms fastening containers to chassis resulted in serious risks.

Attached to this Petition are two statements from motor carriers which testify to the real dilemma drivers face under the current regulations. See Attachments 3 and 4.

**IV. THE PARTY TENDERING THE EQUIPMENT TO A MOTOR CARRIER FOR HIGHWAY USE SHOULD BE REQUIRED TO ENSURE THE EQUIPMENT'S ROADABILITY AND COMPLIANCE WITH FMCSRs.**

Petitioners request the FHWA to revise the FMCSRs so as to put responsibility for ensuring the roadworthiness of all intermodal equipment prior to releasing the equipment to a motor carrier for highway use. The adoption of the proposed rules would (1) require the party operating the intermodal facility at which the equipment is stored and interchanged to perform inspections and effect repairs; and (2) provide the motor carriers with a stronger argument for refusing unsafe equipment, thus achieving the purpose

of the FMCSRs, -- to keep unsafe vehicles off of the highways.

Once the vehicle is on the highway, the motor carrier assumes both criminal and civil liability for operating the equipment. While Petitioners are not proposing to eliminate the motor carrier's responsibility to comply with the FMCSRs, by imposing requirements on the owners, lessees, or others who tender/interchange the intermodal equipment to motor carriers, FHWA would be in a position to enforce the safety requirements on the equipment prior to its being put on the highway.

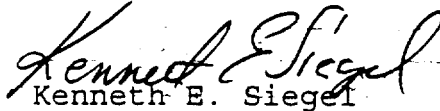
It should be the responsibility of the party tendering intermodal equipment to a motor carrier for use on the highway to ensure that the equipment is both roadworthy and in compliance with all FMCSRs. The tendering party has both the opportunity and the facilities to perform the inspection and needed repairs prior to releasing the equipment to a motor carrier for highway use.

The proposed rules only recognize the common sense notion that the party which is in control of the equipment prior to its highway use and which is in a position to adequately inspect and maintain the equipment should be responsible for performing these functions. If the proposed rules are implemented the result will be better maintained and safer vehicles on the highway. The rules would also contribute to a more efficient transportation system that recognizes the new realities of intermodalism.

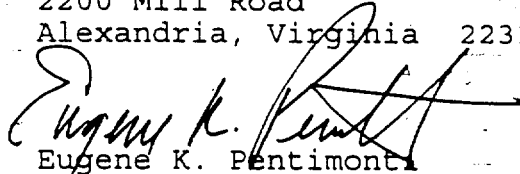
# CONCLUSION

For all the above reasons, these Petitioners respectfully request that the agency acts to immediately adopt the new rules proposed above.

Respectfully submitted,



Kenneth E. Siegel  
AMERICAN TRUCKING ASSOCIATIONS, INC.  
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Eugene K. Pentimonti  
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President  
2200 Mill Road  
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Developed By:

Effective: February 1, 1996

The Intermodal Interchange  
Executive Committee

**UNIFORM  
INTERMODAL  
INTERCHANGE  
AND  
FACILITIES ACCESS  
AGREEMENT  
(U I I A)**

Administered By:

The Intermodal Association of North America  
7501 Greenway Center Drive, Suite 720  
Greenbelt, Maryland 20770-3514

Phone: (301) 474-8700

Fax: (301) 982-3414 or (301) 982-4815

Carrier will be responsible to Provider for the charges, as may be described in Provider's Addendum hereto, in the event Motor Carrier fails to remove Equipment during the free time provided in the Addendum.

## 2. Equipment Condition

a. Equipment controlled by Provider shall have a valid FHWA inspection sticker. Provider will reinspect and recertify the Equipment, at Motor Carrier's request, if the existing inspection will expire during the Addendum free time period of the Motor Carrier's use.

b. Motor Carrier will reinspect and recertify the Equipment if the existing inspection will expire prior to the Motor Carrier's return of the Equipment to the Provider.

c. Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted.

(1) In any disputes arising in connection with classification of Wear and Tear, the Association of American Railroads TOFC/COFC Interchange Rules, Sections B, G, and F, shall be the controlling document.

## 3. Receipts

a. At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt which shall describe the Equipment and any defects observable thereon at the time of Interchange. Each Party shall be entitled to make notations upon such EIR concerning the condition of the Equipment at the time of Interchange.

b. Each Party shall receive a copy of the Equipment Interchange Receipt at the time of Interchange.

## 4. Restrictions Upon Equipment Use

Absent contrary Agreement between the Parties, Motor Carrier shall use the Equipment only for the purposes for which it was interchanged and shall promptly return it to the location at which it was received.

## 5. Condition of Equipment

### a. Lost, Stolen, or Destroyed Equipment

(1) In the event the Equipment is lost, stolen, from, badly damaged or destroyed by Motor Carrier, the method of settlement shall be the remaining usable life as reflected on the Equipment owner's or Provider's books.

(2) In the event Motor Carrier is compelled to compensate Provider for loss or damage to Equipment due to the acts of third parties, Provider will assign to Motor Carrier its rights against such third party upon receiving payment in full from Motor Carrier.

### b. Damage to Equipment

(1) Motor Carrier shall pay to Provider the reasonable and customary costs of the repair of damages done to Equipment during Motor Carrier's possession.

(2) Where the reasonable and customary cost to repair exceeds the casualty loss value as determined in section III 5 a. (1) hereof, the Motor Carrier shall be obligated only for the lesser sum.

### c. Tires

(1) Repair of damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier.

(2) Repair of tires unrelated to damage occurring during Motor Carrier's possession is the sole responsibility of the Provider.

### d. Disposal of Dunnage

Motor Carrier shall return Equipment with all dunnage, bracing, contaminants and debris removed and the floor swept.

## 6. WARRANTY

PROVIDER MAKES NO EXPRESS NOR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT.

**ADDENDUM TO THE UNIFORM INTERMODAL  
INTERCHANGE AND FACILITIES ACCESS AGREEMENT**

This Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA) is made and entered into by and between **THE ATCHISON, TOPEKA, AND SANTA FE RAILWAY COMPANY**, a Delaware Corporation, and **BURLINGTON NORTHERN RAILROAD COMPANY**, a Delaware Corporation, hereinafter collectively referred to as "BNSF", and the undersigned motor carrier, hereinafter referred to as "Motor Carrier".

**I. NOTIFICATION AND FREE TIME**

A. Free Time Commences

See III. DESTINATION STORAGE, A. Free Time Commences.

B. Amount of Free Time

See III, DESTINATION STORAGE, B. Amount of Free Time

C. Weekends

Weekends are not considered free

D. Holidays

Holidays are not considered free

E. Unroadworthy Equipment

Equipment is considered roadworthy when the Motor Carrier has executed the standard Interchange Receipt and Inspection Report. In the event Motor Carrier and BNSF have signed a Checkpoint Bypass Letter of Agreement, a BNSF Express Lane Pass will be executed in lieu of an Interchange Receipt and Inspection Report. The parties shall be bound by the Terms and Conditions of the Interchange Receipt and Inspection Report, as well as the notations made, or the Checkpoint Bypass Letter of Agreement.

F. Interchange of Equipment

BNSF and Motor Carrier may be subscribers to the TOFC/COFC Interchange Rules adopted by the Association of American Railroads during part or all of the period this Addendum is in effect. In that event, where provisions in this Addendum conflict with any of the said Interchange Rules, the provisions of this Addendum shall prevail over such Interchange Rules and shall govern the relationship of the parties to this Addendum.

Motor Carrier shall be responsible for the safe and timely return of trailers to BNSF or until delivered to another rail carrier as specified in this Addendum, ordinary wear and tear excepted. Motor Carrier agrees not to interchange trailers obtained from BNSF with third parties, other than rail carriers.

Motor Carrier shall not interchange trailers, either loaded or empty, to another rail carrier when removed from El Paso, Phoenix or any terminal in California. If this occurs, Motor Carrier will be assessed a surcharge as set forth in Exhibit A to this Addendum.

Motor Carrier shall be responsible for the safe and timely return of containers and/or chassis to BNSF origin terminal and shall not interchange containers and/or chassis to another rail carrier or

# Farruggio's

1419 Radcliffe Street, Bristol, PA 19007 • (215) 788-5596 • FAX (215) 788-3088

March 13, 1997

Federal Highway Administration  
Washington, D.C.

Dear Sir:

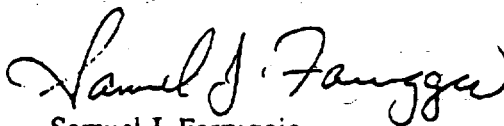
I am writing to express the support of Farruggio's Express, Inc. for putting the responsibility for roadworthiness of intermodal equipment on the parties that provide it.

I am the President of Farruggio's Express Inc. and have been involved in the trucking business for twenty-five years. Drivers for our company pick up trailers and chassis from many railyards and piers in Pennsylvania, New Jersey, Maryland, Delaware, New York and Virginia. Very often equipment tendered to our drivers at these terminals turns out not to be fit for the road. Further, our drivers are not given a real opportunity to inspect the equipment before it goes out on the road.

As an example of the problems we encounter, I have attached a copy of a citation one of our drivers received approximately 50 miles from a terminal. As you will see, the officer found four of ten brakes on the trailer were out of adjustment. However, it is virtually impossible for four brakes to go bad after 50 miles unless they were already bad before the trailer left the yard.

The only solution to this problem is to put the responsibility for roadworthy equipment on those who can provide it. Therefore, I strongly support the effort to change the rules to make this possible.

Sincerely,



Samuel J. Farruggio  
President

SJF:js



**PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
MOTOR CARRIER SAFETY ASSISTANCE PROGRAM  
DRIVER/VEHICLE COMPLIANCE REPORT**

REPORT NUMBER

PA 244197

INSPECTOR 6634	INSPECTION DATE 12/18/96	START TIME 1113	END TIME 1221	LOCATION 480033	LEVEL 1
DOT NUMBER [ ] [ ] [ ] [ ] [ ] [ ]	ICC NUMBER 38481	PUC NUMBER [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]	ACTIVITY [ ]	SITE TYPE 2	
NAME OF MOTOR CARRIER FARRUGGIOS BRISTOL AND PHILA AUTO					
STREET ADDRESS 1419 RADCLIFFE ST					
CITY BRISTOL		STATE PA	ZIP 19007		
SHIPPER NAME JAMES RIVER CORP		SHIPPING PAPER NUMBER [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]			
ORIGIN CITY JACKSONVILLE		STATE FL	UNNA # [ ] [ ] [ ] [ ]		
DESTINATION CITY EASTON		STATE PA	CARGO TANK # [ ] [ ] [ ] [ ]		
COMMODITIES			UNNA CODE Reportable Quantities Hazardous Waste		
<input type="checkbox"/> Empty <input type="checkbox"/> Hazmat <input type="checkbox"/> Coal <input type="checkbox"/> Trash/Waste <input type="checkbox"/> Automobiles <input type="checkbox"/> Livestock <input type="checkbox"/> Food <input checked="" type="checkbox"/> General Freight <input type="checkbox"/> Metal Products <input type="checkbox"/> Containerized Cargo			H [ ] [ ] [ ] [ ] A [ ] [ ] [ ] [ ] Z [ ] [ ] [ ] [ ] M [ ] [ ] [ ] [ ] A [ ] [ ] [ ] [ ] T [ ] [ ] [ ] [ ]		
A - Explosives A B - Explosives B C - Explosives C D - Flammable Liquid E - Flammable Solid F - Flammable Gas G - Nonflammable Gas H - Corrosives I - Oxidizers J - Poison A K - Poison B L - Combustible Liquid M - Radioactive Material N - Organic Peroxide O - Irritating Material P - ORM A, B, or C Q - ORM E R - Electric Agt. S - Blasting Agt. T - Cryogenics Z - Other			Placards Required <input type="checkbox"/>		
DRIVER'S LAST NAME UNGER		DRIVER'S FIRST NAME GEORGE		M.T. ENDORSEMENTS L PTX	
DRIVER'S LICENSE NUMBER 12389450		STATE PA	DATE OF BIRTH 01/08/43		CLASS A
VEHICLE IDENT	TYPE	MAKE	LICENSE NUMBER	STATE	COMPANY NUMBER
	TT	MAKX	A371944	PA	465
	ST	OSAKO	V10644	ME	
TYPE CODE	TYPE	MAKE	LICENSE NUMBER	STATE	COMPANY NUMBER
UNIT	STATION NUMBER	STICKER NUMBER	ISSUE DATE	ODOMETER	
EXISTING	ISSUED	UNIT	DECAL NUMBER	COLOR	CN(S)
EXISTING	ISSUED	UNIT	DECAL NUMBER	COLOR	CN(S)
FIELD A	FIELD B	FIELD C	FIELD D	FIELD E	
1					

NO VIOLATIONS: ☐

INSPECTOR'S SIGNATURE



VIOLATIONS SHOWN ON PAGE 2

MOTOR CARRIER COPY





PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
MOTOR CARRIER SAFETY ASSISTANCE PROGRAM  
DRIVER/VEHICLE COMPLIANCE REPORT

REPORT NUMBER

P	A	2	4	4	1	9	7
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[illegible]

34 YOUNG ADJUSTMENT LIMITS.

ST - RIGHT IDENTIFICATION CAMP INTERVIEW.

TT - ADDRESS AIR LEAK (AT PROPER CONNECTION) FOR TT  
AIR SUBSTITUTION.

[illegible]

☒ PURSUANT TO SECTION 4094(C) OF THE VEHICLE CODE, I HEREBY DECLARE THE VEHICLES WITH DEFECTS FOLLOWED BY AN "X" IN THE "OUT-OF-SERVICE" COLUMN OF THIS DRIVER/VEHICLE COMPLIANCE REPORT TO BE "OUT-OF-SERVICE." NO PERSON SHALL REMOVE THE ATTACHED "OUT-OF-SERVICE" STICKER(S), OR, OPERATE SAID VEHICLE(S) UNTIL THE REQUIRED REPAIRS HAVE BEEN SATISFACTORILY COMPLETED.

☐ PURSUANT TO SECTION 4701(C) OF THE VEHICLE CODE, I HEREBY DECLARE AND NOTIFY THE DRIVER NAMED IN THIS DRIVER/VEHICLE COMPLIANCE REPORT TO BE "OUT OF SERVICE." HE/SHE SHALL NOT OPERATE, NOR SHALL ANY MOTOR CARRIER PERMIT OR CAUSE SAID DRIVER TO DRIVE OR OPERATE ANY COMMERCIAL MOTOR VEHICLE(S) UNTIL: 6/1/81

REPORT PREPARED BY TH. C. T. T. COPY RECEIVED BY James J. Jones

I HEREBY CERTIFY THAT THE VEHICLE DEFECTS LISTED ON THIS DRIVER/VEHICLE COMPLIANCE REPORT AS "OUT-OF-SERVICE" HAVE BEEN SATISFACTORILY REPAIRED.

SIGNATURE OF REPAIRMAN

[illegible]

I HEREBY CERTIFY THAT ALL MOTOR CARRIER SAFETY VIOLATIONS NOTED ON THIS DRIVER/VEHICLE COMPLIANCE REPORT HAVE BEEN SATISFACTORILY COMPLETED, AND APPROPRIATE ACTIONS HAVE BEEN TAKEN TO ASSURE COMPLIANCE WITH THE COMMONWEALTH'S MOTOR CARRIER SAFETY REGULATIONS.

SIGNATURE OF CARRIER OFFICIAL: Kimberly Lee Tamura DATE: 04/27/2014

MOTOR CARRIER COPY

1. Municipal District No. 03-2-03		TRAFFIC CITATION / SUMMONS		3. District Number 03-2-03	
4. Driver Number N/A					
5. Defendant Name - Print FRANKIE'S BUSION & PHILA AUTO EXPRESS INC					
6. Defendant Address (Street-City-State-Zip Code) 1419 RADCLIFF ST, BRISTOL PA 19007					
11. Veh. Reg. No. AB 71944		12. Reg. Yr. 97		13. State PA	
17. Veh. Reg. No. Y10644		18. Reg. Yr. 97		19. State PA	
23. Owner/Lease or Carrier Name & Address OSHROSEN					
24. Charge <input type="checkbox"/> Maximum Speed Limit <input type="checkbox"/> Class Signs & Yield Signs <input type="checkbox"/> Driving Vehicle at Safe Speed <input type="checkbox"/> Operation of Vehicle without Official Certificate of Inspection <input type="checkbox"/> Driving while Operating Privilege is Suspended or Revoked <input type="checkbox"/> Other					
25. Nature of Offense <input type="checkbox"/> Speeding _____ MPH <input type="checkbox"/> Operated Vehicle with Expired Inspection <input type="checkbox"/> Operated Vehicle with Suspended/Revoked License <input checked="" type="checkbox"/> Violated 67 Pa. Code 231.452a					
26. Location AT 54 22					
27. Route 54 33					
28. Code 101					
29. Date 12/18/96					
30. Officer's Signature T. J. L.					
31. Badge No. 1034					
32. ORI Number PA PSP 0600					
33. THIS CITATION HAS BEEN ISSUED / FILED BY A MEMBER OF THE PENNSYLVANIA STATE POLICE, HARRISBURG, PA 17110.					
34. Special Equiv. Serial No.					
35. Special Equiv. Text					
36. Date Equiv. Text					
37. Arresting Report No.					
38. 75 Pa. C.S.A. § 1040 Violation/Arrest					
39. 75 Pa. C.S.A. § 1040 Violation/Arrest					
40. 75 Pa. C.S.A. § 1040 Violation/Arrest					
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98. 75 Pa. C.S.A. § 1040 Violation/Arrest					
99. 75 Pa. C.S.A. § 1040 Violation/Arrest					
100. 75 Pa. C.S.A. § 1040 Violation/Arrest					

NOTICE  
If you plead guilty or are found guilty, points may be assessed against your driver's record. Accumulation of 11 or more points will result in the suspension of your driving privilege. Also, your driving privilege WILL BE SUSPENDED if you plead guilty or are found guilty of certain offenses under the Vehicle Code, including but not limited to, driving while operating privilege is suspended or revoked, racing on highways, fleeing or attempting to elude police, driving without lights to avoid identification or arrest, accidents involving damage to attended vehicles or property, failure to stop for school bus with flashing lights, or subsequent convictions related to drivers required to be licensed.

**EMPIRE  
TRUCK LINES, INC.**

P.O. Box 15235  
Houston, Texas 77220-5235  
(713) 672-7403

March 13, 1997

Federal Highway Administration  
400 Seventh Street, S.W.  
Washington, D.C. 20590

To Whom It May Concern:

Here is a copy of a roadside inspection by a Texas Trooper. As an intermodal carrier this is a prime example of what our industry is up against.

As the Safety Director for Empire Truck Lines, Inc. and with more than 30 years experience in trucking industry, I am very aware of the problems with equipment that our drivers pick up from steamship companies. Our drivers try very hard to make sure that the equipment is roadworthy and safe. But without the time or tools to do an adequate inspection, our drivers routinely receive equipment that is not roadworthy.

Then they get citations like the one I've included. In this case the Texas Trooper found that the chassis had slack adjuster problems. These were existing problems with the equipment not easily detectable by the driver. The problems certainly didn't occur on the road since the driver was only 90 miles from the terminal when the inspection was done. This is just one of many cases in which we were responsible for problems with somebody else's equipment.

Something has got to be done to make steamship companies accountable for their equipment instead of pushing it back at trucking companies who are trying to operate as safely as possible. Thank You

Sincerely

Thom Box  
Director of Safety

## DRIVER'S COPY

<input checked="" type="checkbox"/> ARREST TKL		<b>N715826</b>		<b>TEXAS DEPARTMENT OF PUBLIC SAFETY LICENSE AND WEIGHT</b>		<input type="checkbox"/> LEVEL OF INSPECTION (1-5)		<input checked="" type="checkbox"/> FIXED	
<input checked="" type="checkbox"/> COM. VEH.		CBL: <input type="checkbox"/> MAZ. MAZ <input type="checkbox"/> 10 PASS. BUS <input type="checkbox"/> INTERSTATE <input type="checkbox"/> INTRASTATE		<input checked="" type="checkbox"/> DRIVER/VEHICLE INSPECTION		<input checked="" type="checkbox"/> AC <input type="checkbox"/> DS <input type="checkbox"/> SW <input type="checkbox"/> TE		<input type="checkbox"/> ROADSIDE	
<input type="checkbox"/> CRIMINAL ARREST		<input checked="" type="checkbox"/> OVER 28,000		SS. #: <u>631-01-2366</u>		INSPECTION ACTIVITIES:			
DATE: <u>01-10-97</u>		TIME: <u>0106</u> A.M.		COUNTY: <u>ELLIS</u>		HWY: <u>64287</u>		M.P.R. <u>1687</u>	
LESSEE/MC: <u>Empire X-Pack Lines Inc</u>				DOB: <u>11/11/65</u>		RACE/SEX: <u>W/M</u>		DOT#: <u>16933</u>	
ADD/CITY/ST/ZIP: <u>10043 Wallisville Rd., Houston TX 77029</u>				ICC#: <u>153666</u>				STATE: <u>TX</u>	
OWNER: <u>5516 Dorete</u>				ADD/CITY/ST/ZIP: <u>Houston TX 77017</u>					
OPERATOR: <u>9502 Wadsworth</u>				DOB: <u>11/11/65</u>		RACE/SEX: <u>W/M</u>			
ADD/CITY/ST/ZIP: <u>9502 Wadsworth Houston TX 77036</u>				MEDICAL CARD: <u>7-23-78</u>					
D.L. # <u>AC91 06777011</u>		STATE: <u>TX</u>							

LOAD DISP: <u>00000000</u>	RG. WT. <u>80000</u>
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#	TYPE	MAKE	CO. #	PLATE #	STATE
1	TR	KU	977	P50885	TX
2	GT	EM	13083	HP 66158	OK
3					
4					

VIOLATIONS CHARGED	<u>1) INCUR 396-791 Push Rod out of Adjust ment</u>		ALLEGED SPEED:
			SPEED LIMIT:
WARNINGS:			

I HEREBY PROMISE TO APPEAR AT THE TIME AND PLACE DESIGNATED IN THIS NOTICE.

SIGNATURE: [Signature]

THIS IS NOT A PLEA OF GUILTY

SHIPPING #: <u>53656</u>		CONSIGNOR: <u>53656 IMPST</u>		CONSIGNEE: <u>HOMERICK</u>	
COMMODITY: <u>Fasteners</u>		ORIGIN: <u>Weatherford, TX</u>		DESTINATION: <u>Houston, TX</u>	

1.1-A 2.3-J	6.1-Z (PB 10)	CODE	ROT	HW?	PLACARDS REQUIRED?	AXLE 1	AXLE 2	AXLE 3	AXLE 4	AXLE 5	AXLE 6	AXLE 7	AXLE 8
1.2-A 3-D	7-M		Y	N	Y	12	18	18	28	28			
1.3-B 4-E	8-N		Y	N	Y								
1.4-C 5-F	9-P		Y	N	Y								
1.5-S 6-H	Other-2		Y	N	Y								
1.6-T 7-K	Combust-L		Y	N	Y								
2.1-F 8-L			Y	N	Y								
2.2-F 9-M			Y	N	Y								

SEAL #'S REMOVED:	DEPT. SEAL #: INSTALLED	CVSA DECAL-TT	CVSA DECAL-ST	CVSA DECAL-ST
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TICKET ISSUED	VIOLATION IDENTIFICATION NUMBER	UNIT NO.	OUT/ SVS	OOS DISP	VIOLATIONS DISCOVERED
	<u>319631A11</u>	<u>2</u>	<u>+</u>		<u>Push Rod out of Adjust ment 4-17</u>
	<u>319631A11</u>	<u>2</u>	<u>+</u>		<u>Push Rod out of Adjust ment 4-18</u>
X	<u>319631A11</u>	<u>2</u>	<u>+</u>		<u>Push Rod out of Adjust ment 5-17</u>
	<u>319631A11</u>	<u>2</u>	<u>+</u>		<u>Push Rod out of Adjust ment 5-18</u>
	<u>319631A11</u>	<u>1</u>	<u>+</u>		<u>Push Rod out of Adjust ment 2-10</u>
	<u>319631A11</u>	<u>1</u>	<u>+</u>		<u>Push Rod out of Adjust ment 3-10</u>
	<u>31913701</u>	<u>1</u>			<u>10090 545 Wheel 0017-1997 1/11</u>

SEE CONTINUATION SHEET <u>YES</u> <u>NO</u>	TROOPER REFERRAL ID <u>7560</u>	OOS DISPOSITIONS
<input checked="" type="checkbox"/> VEHICLE Pursuant to authority contained in VCS Article 6675d I hereby declare vehicles with defects followed by an "X" in the Out of Service column of this report Out of Service. No person shall remove the out of service placards applied to these vehicles or operate such vehicles until the out of service defects have been repaired and the vehicles have been restored to safe operating condition.		<input type="checkbox"/> DRIVER Pursuant to authority contained in VCS Article 6675d I hereby notify and declare the driver named on this report Out of Service. No motor carrier shall permit or require driver to drive or operate any motor vehicle until
TROOPER COMMENTS:		

REPORT PREPARED BY: <u>Roxie Appenlito</u>	A. SERVICE/ID/REGION/AREA: <u>LX21946C</u>	B. TIME COMPLETED: <u>01:45 AM</u>	COPY RECEIVED BY: <u>[Signature]</u>
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